

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400339

PRINT DATE: 10/04/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

PAPER SOLUTIONS INC
8850 DRIFTWOOD DR

INDIANAPOLIS, IN 46240
(866)510-7193

REFER QUESTIONS TO:

STACEY POLLITT
(410)767-3002
STACEY.POLLITT1@MARYLAND.GOV

ITB:

EXPR DATE: 03/03/17
POST DATE: 03/14/16

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AMENDMENT NO, 1: THE AMENDMENT IS TO INCREASE THE COST PER CASE FOR THE ELECTRONIC TICKET PAPER ROLLS, EFFECTIVE 4/21/15.

AGENCY CONTRACT
MARYLAND STATE POLICE (MDSP)
E-TICKET
WHITE POLYTHERM 300
THERMAL PAPER

THIS IS (1) OF (2) RENEWALS AGAINST CONTRACT 001B3400434

OTHER LAW ENFORCEMENT ENTITIES IN THE STATE OF MARYLAND MAY PURCHASE FROM THIS CONTRACT.

AGENCY CONTACT: MICHELE HELMS 410-799-2900 EXT. 301

VENDOR CONTACT: MARK LILLGE 920-843-6890 OR
ROBERT EMMINGER (CUSTOMER SERVICE REP.) 866-574-7944

CONTRACT TERM: MARCH 4, 2016 THRU MARCH 3, 2017 (1-YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1)

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TERMS (cont'd):

ADDITIONAL ONE (1) YEAR PERIOD WITH THE SAME TERMS AND CONDITIONS. RENEWAL OPTION IS AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

ORDERING PROCESS:

1. EMAIL DIRECTLY TO:
ROBERT EMMINGER AT BEMMINGER@PAPERSOLUTIONSINC.COM OR
MARK LILLGE AT MLILLGE@PAPERSOLUTIONSINC.COM.
2. PHONE TOLL FREE TO:
ROBERT EMMINGER, 866-574-7944.
3. FAX TO ROBERT EMMINGER AT 317-299-2325

THIS IS A FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE CONTRACT PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS.

DELIVERY:

MINIMUM QUANTITY FOR CONTRACT PRICE, FOB DESTINATION, IS 500 CASES PER ORDER. ORDERS FOR LESS THAN 500 CASES MAY BE SUBJECTED TO ADDITIONAL FREIGHT COSTS UP TO THE ACTUAL INCREASE IN SHIPPING COSTS INCURRED BY THE VENDOR. ADDITIONAL SHIPPING COSTS ON ORDERS OF FEWER THAN 500 CASES MUST BE QUOTED BY THE VENDOR WHEN THE ORDER IS PLACED. THIS PRICE IS TO BE ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. PROOF OF ADDITIONAL SHIPPING COSTS MUST BE PROVIDED BY THE VENDOR UPON REQUEST BY THE ORDERING ENTITY.

ALTHOUGH THE CONTRACTOR MAY DO SO, THE CONTRACTOR IS NOT REQUIRED TO ACCEPT ORDERS OF LESS THAN 25 CASES PER DELIVERY.

ORDERS WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS. ORDERS PLACED WILL REQUIRE A PURCHASE ORDER AND ARE TO BE DELIVERED F.O.B. DESTINATION TO THE ADDRESS LISTED ON THE PURCHASE ORDER. DELIVERY MUST BE MADE WITHIN SIXTY (60) DAYS AFTER RECEIPT OF THE PURCHASE ORDER.

EACH CASE MUST BE MARKED WITH THE VENDOR'S NAME AND PURCHASE ORDER NUMBER.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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TERMS (cont'd):

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 180 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. AFTER THAT DATE, IF THERE HAS BEEN IN DUSTRY WIDE PRICE INCREASE ANNOUNCEMENT(S), CONTRACTOR MAY REQUEST AN INCREASE IN THE SAME AMOUNT AS THE ANNOUNCED INCREASE FROM THE MILL. THEREAFTER, PRICE INCREASES MAY BE REQUESTED ONLY SEMI-ANNUALLY.

REQUEST FOR PRICE CHANGES MUST BE SUBMITTED A MINIMUM OF THIRTY (30) DAYS BEFORE THE DATE OF THE EFFECTIVE CHANGE. DOCUMENTATION FROM THE MILL, A LIST WHICH CLEARLY SHOWS THE AFFECTED ITEM(S), AND THE NEW PRICING SHALL BE SUBMITTED TO THE PROCUREMENT OFFICER. INCREASES WILL NOT AFFECT ORDERS ISSUED PRIOR TO THE EFFECTIVE DATE OF THE PRICE CHANGES. THE PROCUREMENT OFFICER SHALL BE NOTIFIED PROMPTLY OF ANY INDUSTRY WIDE PRICE DECREASES.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	30539-222401	CS	90.6000

PAPER, E TICKET

ELECTRONIC TICKET PAPER ROLLS PER THE SPECIFICATIONS OF ITB

#MDDGS31006414/001IT819032

POLYTHERM 300

12 ROLLS/CASE (7.55 PER ROLL)

PRODUCT TO BE ORDERED BY THE CASE ONLY, NOT BY THE ROLL.

MINIMUM ORDER REQUIREMENTS OUTLINED IN THE DELIVERY TERMS OF THIS CONTRACT.

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:

VENDOR MUST GUARANTEE EACH ROLL WILL PERFORM PROPERLY IN THE E-TICKET PRINTERS, INCLUDING A COMMITMENT TO REPLACE ANY DEFECTIVE ROLLS.

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TERMS (cont'd):

VENDOR WILL ASSUME ALL COSTS INCURRED FOR SERVICE CALLS CAUSED BY DEFECTIVE ROLLS.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES (DGS) AND SIGNED BY THE DGS PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE

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TERMS (cont'd):

ENFORCED AGAINST THE STATE OF MARYLAND.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE